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| **Hampton Inn-**

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| **Somewhere lovely, USA Tel:  000-000-0000Fax:  000-000-0000** |

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GROUP ROOMS AGREEMENT

**Group Name**

This Agreement is made and entered into as of April 10, 2013 by and between the Hampton Inn and \_\_\_\_\_\_\_\_\_\_\_». Group agrees that the terms of this Agreement are based upon the information provided by Group below. If information provided by Group materially changes or is incorrect, this Agreement may be terminated pursuant to Section 5.

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| --- | --- | --- | --- |
| **Post As:** |  | **Status:** |  |
| **Account Name:** |  | **Event Number:** |  |
| **Contact:** |  | **Today’s Date:** |  |
| **Address:** |  | **Salesperson:** |  |
|  |  | **Catering Contact:** |  |
| **City, State Zip:** |  |  |  |
| **Telephone:** |  | **Contract Due Date:** |  |
| **e-mail Address:** |  |  |  |
| **Fax:** |  | **On-site Contact:** |  |

# GROUP ROOM RESERVATIONS

 ***GUEST ROOM ACCOMMODATIONS*:** Hotel will hold the following block of rooms for Group’s use but does not guarantee any particular rooms nor does it guarantee that rooms will be in proximity to each other.

* Room rates are based on single or double occupancy. There will be a $10.00 charge for each additional guest 18 and older. Children under the age of 18 stay free with a paying adult.
* Hotel room rates are subject to applicable state and local taxes. All rates are net and non-commissionable.
* Any “No Shows” are subject to the fee of one night’s lodging plus the applicable taxes.
* Specific room types and special accommodations may be requested but are not guaranteed.

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| **RESERVATION METHOD:**  |
| **CUT OFF DATE:**  |
| After this date, rooms not covered by rooming list/individual reservations may be released. |

***RESERVATION METHOD***

***ROOMING LIST:*** Group must submit a rooming list to Hotel by\_\_\_\_\_\_\_ salesperson will provide you with a template to submit your list. If guests on the rooming list do not check in, Group’s Master Account will be charged for the first night of all “No Shows.”

NOTE: All attendees must identify themselves as a member of the Group to receive the group rate and to have their reservation credited to your block. Any reservations made outside of the group block will not be considered for purposes of complimentary allocations, attrition, meeting room rental, or any other provision of this agreement contingent on room pick-up.

BILLING/CREDIT PROCEDURES

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| **billing instructions** |  | **method of payment of master account** |
| Room and Tax: |  |  | Method of Payment: |  |
| Restaurant: |  |  |  |  |
| Incidentals: |  |  | **non-refundable deposit:** |
| Other Instructions: |  |  | Any subsequent charges must be settled by credit card at conclusion of function. *All deposits are non-refundable.* |

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| TERMS AND CONDITIONS |

**1. Reservations:** Reservations will be made by no later than **«CUTDATE».** After that date, Organization agrees that Hotel may offer unused rooms held in Organization’s block to other customers to reduce Hotel’s losses and Organization’s obligations under the performance clause. Reservations requested by your attendees after this date will be accepted based upon availability at the hotel’s prevailing rate.

**2. Commission / Third Party Payments:** The Hotel will pay ($ or % of minimum room rate as noted above) for each consumed revenue room night as part of the established group block at the group rates contained in this agreement. Any change in the recipient of this payment after the agreement is signed will require notification, signed by both Organization and the recipient. Payment will be made after receipt by the Hotel of full payment for the event. Organization will take full responsibility for determining whether disclosure of payments is requires and for making disclosure of all such payments, and defend and indemnify Hotel in any claims arising out of or related to disclosure.

**3. Cancellation and Performance:** The rates offered by us are based in part upon the total gross revenue anticipated by Hotel from Organization’s agreement to use and pay for the rooms and events listed above. It is understood that Hotel loses substantial revenue upon the unexpected cancellations of an event. The amount of those losses is often difficult or impossible to determine. Hotel has set forth the following fee schedule in the event of cancellation. The parties agree that these fees are a fair and reasonable estimation of Hotel’s loss as a result of cancellation. Organization shall pay the cancellation fee as liquidated damages, plus applicable taxes, if Organization’s event is canceled. \*All cancellations must be submitted in writing.

Date of Cancellation Percentage owed

Less than 120 days prior to arrival 25% of total anticipated revenue

Less than 90 days prior to arrival 50% of total anticipated revenue

Less than 60 days prior to arrival 75% of total anticipated revenue

Less than 30 days prior to arrival 100% of total anticipated revenue

**4. Attrition:** If the event is held, but Hotel does not realize the total estimated revenue from sleeping rooms, room rental, food and beverage and any additional contracted items anticipated from the event, Organization agrees to pay liquidated damages. The damages owed will be in the amount necessary for Hotel to receive no less than 90% of each minimum expected revenue, plus applicable taxes and service charge.

**5. Payment Arrangements**: Unless Organization has established credit in advance with Hotel, Organization will pay the entire contract price in cash or by certified check at least seven (7) business days prior to your function or by personal bank check 14 days prior to function. Hotel may terminate this agreement and retain the portion of Organization’s deposit or seek additional amounts necessary to equal the Cancellation Fee if payments are not made as agreed. If Organization has established credit, payment in full will be due within thirty (30) days of Organization’s function. If preferred, all charges can be paid by credit card. Hotel accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa. If credit has not been approved for Organization’s function, Organization will provide Hotel with the credit card to which all estimated Master Account charges will be charged no later than **.** If credit has been approved, Organization will provide Hotel with its credit card information at the time of Organization’s function.

**6. Outside Food and Beverage:** All food and beverage items must be purchased through Holiday Inn Hotel and Convention Center with the exception of wedding cakes which must be made at a state licensed bakery. Additionally, food may not be taken from the premises. Due to state health code standards, no food or beverage will be permitted to be brought into the banquet/meeting rooms by the patron, or any of the patrons' guests without a signed Liability Waiver Form. Holiday Inn Hotel holds a liquor license granted by the City of Stevens Point and is held responsible for complying with its regulations. To ensure the compliance of regulations, no alcoholic beverages may be brought into the hotel function areas. The hotel reserves the right to close bar service at any time at the discretion of management staff and to verify age of guests requesting to purchase alcohol. All applicable federal, state and local taxes and a service charge will be applied to all food and beverage purchased through the Holiday Inn Hotel. Our chef has created menus with variety for your group: however, we can create special menus tailored for your requirements. Printed menu prices are not subject to discount and are subject to change due to market conditions. Guaranteed prices will be given 45 days prior to the event. For the comfort of all our guests, all functions must be completed by 12:00 AM.

**7. Security:** Hotel is not responsible for any loss or damage to Organization’s property. If required, in Hotel’s sole judgment, in order to maintain adequate security measures in light of the size and/or nature of Organization’s function, Organization will provide, at its expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which Hotel is located, which agency will be subject to Hotel’s prior approval. Organization agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and. Organization agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws.

**8. Indemnification & Insurance:** To the extent permitted by law, Organization shall protect, indemnify, defend and hold harmless Hotel and its officers, directors, partners, agents, members, and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonably attorney’s fees. (collectively “Claims”) to the extent arising out of or caused by Organization’s negligence or negligence of Organization’s guests, employees or contractors in connection with the use of Hotel facilities. Organization represents and warrants that its activities conducted at the hotel and in connection with the function shall not infringe the patent, copyright or trademark rights or violate rights of privacy or publicity of any third party. Organization further agrees to obtain and keep in force general liability insurance covering the event described in this agreement with limits of not less than $1,000,000 per occurrence and to provide Hotel with a certificate of insurance. Hotel may, at its discretion, require Organization to include Hotel, its Owner, and its Manager in such policies as additional insureds or may require additional coverages based up on the nature of Organization’s function.

**9. Damage Clause:** Group agrees to assume all liability and indemnify Hotel for expense of any damage to Hotel caused by its members. Hotel may charge Group’s Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively “Claims”) arising out of or cause by Group’s negligence or intentional misconduct.

**10. Auxiliary Aids:** The Hotel represents and Organization acknowledges that the Hotel’s facilities being rented for Organization including guest rooms, common areas and transportation services will be in compliance with our public accommodation requirements under the American Disabilities Act. Organization agrees that one week in advance of Organization will furnish a list of any auxiliary aids needed by Organization’s attendees in meeting or function space. Organization agrees to pay all charges associated with the provision of such aids. When Organization’s attendees make room reservations, please ask them to notify us of their auxiliary aid needs so that Hotel may notify Organization as to the names of businesses with which Organization may contract to obtain those aids.

**11.** **Promotional Considerations:** Hotel has the right to review and approve any advertisements or promotional materials in connection with Organization’s function that specifically reference any name or logo of Hotel or Hotel’s franchisor.

**12.** **Force Majeure:** The performance of this agreement is subject to termination without liability upon the occurrence of acts of God, war within the borders of the United States, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel’s facilities.

**13.** **Collection/Attorney’s Fees:** If Hotel retains the services of a collection agency or attorney to assist in the collection of any amounts due under this agreement, Organization will pay all expenses incurred by Hotel in such collection efforts, including attorney fees, collection charges, and expenses.

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|  | Hotel Name |  | Group Name |
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| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| Name: |  | Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |  |
| Title: |  | Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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